

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI60010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRESH BELLIES, INC.		05/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MONTAGE CAPITAL II, L.P.		
Street Address:	900 East Hamilton Ave., Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	98345823	ADVENTUROUS SNACKING STARTS HERE!	
Serial Number:	98328153	BROCCOLI EVER AFTER	
Serial Number:	98328143	A PEARFECT PAIR	
Serial Number:	98108391	BANANA-FANA-FOFANA	
Serial Number:	98108387	PALATES IN TRAINING	
Serial Number:	98108383	FRESH BELLIES	
Serial Number:	98108381	CAULIFLOWER DREAMIN'	
Serial Number:	98108378	APPLE OF MY EYE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 Middlefield Road Suite 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	Patty Cheng		

OP \$215.00.00 98345823

DATE SIGNED:	02/29/2024
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 19, 2023 by and between Fresh Bellies, Inc., a Delaware corporation (“Borrower”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is executed and delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” or electronic signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

6B Dickel Road
Scarsdale, NY 10583
Attn: Saskia Sorrosa, CEO

BORROWER:

Fresh Bellies, Inc.

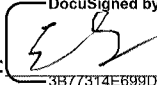
DocuSigned by:
By: Saskia Sorrosa
7785CF3057924D7
Name: Saskia Sorrosa
Title: Founder and CEO

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

LENDER:

Montage Capital II, L.P.

DocuSigned by:
By: 
3B77314E699D484...
Name: Eric Gonzales
Title: Managing Director

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Apple Baby.	VA0002155284	01/25/2019
Beet baby.	VA0002153889	01/25/2019
Broccoli baby.	VA0002154728	01/25/2019
Leek baby.	VA0002153883	01/25/2019
Mango baby.	VA0002154725	01/25/2019
Pepper baby.	VA0002153886	01/25/2019

SCHEDULE C

Trademarks

Description	Serial Number	Registration Number	Application Date / Registration Date
PARTY LIKE A PINA	97781153		February 5, 2023
PRACTICE WHAT YOU PEACH	97194942		December 29, 2021
GROOVIES BY FRESH BELLIES	90107020	6761292	June 14, 2022
FRESH BELLIES GROOVIES	90107006	6662379	March 8, 2022
SHROOMTASTIC	90107057	6398319	June 22, 2021
TURN-UP THE BEET	90107047	6398318	June 22, 2021
BROC N' ROLL	90132701		*
ROSEMARY'S CARROT	90107026	6391560	June 15, 2021
FRESH BELLIES	88161965	6763081	June 21, 2022
LEAN MEAN NECTARINE	88159146		*
PRACTICE WHAT YOU PEACH	88251720		*
LEEK TO MY ASPARAGUS	88159163		*
PEAS AND LOVE	88677388	6149407	September 8, 2020
STRAWBERRY FEELS FOREVER	88677376	6143581	September 1, 2020
ADVENTUROUS EATING STARTS HERE!	88251705	5812703	July 23, 2019
PALATES IN TRAINING	88251668	5812698	July 23, 2019
KEEP CALM & CARDAMOM	88251655	5812696	July 23, 2019
PRACTICE WHAT YOU PEACH	87751142		*
GIMME THE BEET	87751194	6059183	May 19, 2020
KEEP CALM & CARDAMOM	87751156	5852433	September 3, 2019
RUTABAGA SAGA	87751149		*
TWO TO MANGO	87751179	5698881	March 12, 2019
PEPPERLICIOUS	87751172	5662888	January 22, 2019
ADVENTUROUS EATING STARTS HERE!	87220036	5361114	December 19, 2017
PALATES IN TRAINING	87020925	5262148	August 8, 2017
APPLE OF MY EYE	87020921	5262147	August 8, 2017
A PEARFECT PAIR	87020919	5312525	October 17, 2017
BROCCOLI EVER AFTER	87020918	5312524	October 17, 2017
CAULIFLOWER DREAMIN'	87020916	5262146	August 8, 2017
FRESH BELLIES	86856552	5257069	August 1, 2017
ADVENTUROUS SNACKING STARTS HERE!	98345823		July 1, 2024
BROCCOLI EVER AFTER	98328153		December 22, 2023
A PEARFECT PAIR	98328143		December 22, 2023
BANANA-FANA-FOFANA	98108391		July 30, 2023
PALATES IN TRAINING	98108387		July 30, 2023
FRESH BELLIES	98108383		July 30, 2023
CAULIFLOWER DREAMIN'	98108381		July 30, 2023
APPLE OF MY EYE	98108378		July 30, 2023

* — indicates dead, abandoned or cancelled trademark